EXHIBIT W

April 12, 2019

NYSNA/ NYC Hospital Alliance MOA for New CBAs

This Memorandum of Agreement hereby extends all of the terms and conditions of the collective bargaining agreements of each of the NYC Alliance Hospitals except as modified below.

1. **Term:** January 1, 2019 to December 31, 2022

2. **Wages:**

   A. The increases below shall be added to the base rates:

   Year 1 — Retroactive to January 1, 2019, 3.0%, for those still employed on the date of ratification.

   Year 2 — Effective January 1, 2020, 3.0 %

   Year 3 — Effective January 1, 2021, 3.0%

   Year 4 — Effective January 1, 2022, 3.0%

   Increases also applicable to per diems, fee for service employees, home health care, incumbent nurses

3. **Fourth Year Funds:** Each Hospital system shall allocate $2,333,333 in the fourth year of the contract's term to be used for purposes as selected by the bargaining unit, and as agreed to jointly by the parties. The Scheinman Arbitration and Mediation Service ("SAMS") will mediate to resolution any disagreements regarding the use of these funds.

4. **Health Plan:**

   Each Hospital will continue in its current plan with the same terms that currently exist, and the Hospitals in the NYSNA Health Plan will pay the Trustee rates established for 2019, 2020 and 2021 and agree to the rate to be established by the Trustees for 2022, subject to the terms that then currently exist.

5. **Pension:**

Each Hospital will pay the Trustee-established rate for 2019, 2020, and 2021, and agree to the rate to be established by the Trustees for 2022.

6. **Staffing Ratios and Grids**

1. Commitment to Recruit and Hire

The Alliance Hospitals commit to recruit for and hire nurses to fill currently vacant budgeted RN positions as set forth below.

2. Vacant Positions to be Filled

The current number of vacant budgeted FTE RN positions at each hospital, which shall be filled expeditiously, is as follows:

a. Mount Sinai: 217.6
b. Mount Sinai St. Luke's: 62.1
c. Mount Sinai West: 50.4
d. Montefiore: 333.46
e. New York Presbyterian Hospital Columbia University Medical Center: 144

Total budgeted vacancies: 807.56

3. Funding for Enhanced Grids and Ratios

The Alliance Hospitals will collectively commit $100 million ($33,333,333 for Montefiore, $33,333,333 for New York Presbyterian Hospital Columbia University Medical Center, and $33,333,333 for Mount Sinai Hospital and Mount Sinai West/St. Luke's), to pay for staffing improvements above currently budgeted levels in existing units ("the Staffing Fund") as set forth below. Except as required by paragraphs 4(a)(iii) and 4(e), nothing in this Agreement is intended to require the Alliance hospitals to undertake a financial commitment for enhanced staffing greater than that provided for in paragraphs 2 and 3.

4. Allocation Committee
    a. There shall be an ad hoc committee consisting of each hospital's NYSNA Executive Committee and an equal number of members of nursing leadership (the "Allocation Committee") at each hospital. The Allocation Committee will:

        i. make a yearly determination as to where $8,333,333 worth of new hires funded through the Staffing Fund will be allocated on the enhanced grids and ratios;
        ii. modify a grid or ratio as a result of a drop or increase in patient census or acuity/change in mix which affects patient and staffing needs;
        iii. determine the appropriate ratio or grid in new units, or in units where there is a clinical programmatic change that fundamentally alters the character of the unit, and which affects patient and staffing needs; and
        iv. determine the timeframe for expeditiously filling vacant positions and hiring the additional RNs who will be placed on the grids and ratios.

    b. At least five (5) days prior to ratification, the Alliance Hospitals will provide NYSNA with the most current information on budgeted RN FTEs in each unit in each hospital. At the first meeting of the Allocation Committee, which shall take place within five (5) business days of ratification, both parties shall present their suggested allocation plan for the first year's $8,333,333 Staffing Fund allowance to ensure that the discussions begin in a timely fashion. The Allocation Committee will complete the work outlined in paragraph 4(a)(1) by the 30th day following ratification unless mutually extended by the parties after good faith efforts to complete the work.

    c. The Allocation Committee shall meet on an agreed-upon date in the first quarter of the second, third and fourth years of the agreement and follow the same procedure and timeframe set forth in 4(b) above. It also shall meet as needed to perform its functions under this Agreement.

d. Any portion of the annual $8,333,333 that the Allocation Committee does not allocate in a given year shall be added to the next year's Staffing Fund allowance.

e. If a Hospital's bargaining unit elects to use any of the $2,333,333 described in Section 3 of this MOA on additional staffing, such sum shall be added to that Hospital's fourth- year Staffing Fund allowance.

f. The newly enhanced staffing grids and ratios in place at each Hospital shall be included in the collective bargaining agreements.

5. Release Time

Appropriate paid release time will be granted for the NYSNA members of the Allocation Committee during the allocation process. Members of the bargaining committees, consistent with past practice, shall also be released on the day(s) of ratification.

6. Resolving Allocation Committee Disputes

In the event that the Allocation Committee cannot agree by the 30th day following ratification in year one, or within 30 days of its first meeting to discuss the Staffing Fund allocation in years 2, 3 and 4, or on any other occasion where agreement is required by this Article on (1) where to allocate the RNs in the existing or newly established grids or ratios; (2) the appropriate modification of a grid or ratio; (3) the appropriate ratio or grid in new units; or (4) the timeline for expeditiously hiring additional RNs, SAMS shall assist the parties in coming to agreement through mediation. If the mediation process does not result in an agreement within 72 hours of commencement of the mediation, a tripartite panel of nursing experts will resolve the dispute. The panel shall be comprised of one management-appointed representative, one union-appointed representative, and a third neutral representative selected by the union and management-appointed representatives. If the parties cannot agree upon the neutral, SAMS shall designate a neutral from the list(s) submitted by the parties. The panel shall render its decision no later than five (5) business days of submission to the panel unless additional time is

requested by the neutral. The panel shall have the same remedial authority as an arbitrator under the collective bargaining agreement.

7. Filling Vacancies

   All vacant positions shall be posted immediately upon ratification. As the Allocation Committee agrees to the allocation of new positions, the positions shall be immediately posted. Every month, a report will be given to NYSNA on the number of current vacancies, the impact on FTEs, and the remaining vacancies to be filled.

8. Information on New Units

   The hospitals shall provide information to the Allocation Committee regarding newly funded units in which bargaining unit members will be employed.

9. Maintenance of Grids and Ratios

   In the event that the number of nurses on a unit falls below the grid or ratio levels on a given shift (e.g. because of a sick call-out, LOA, etc.), the Hospitals will re-establish the agreed-upon number of nurses through methods including utilization of float pool nurses, floating existing staff under current contractual provisions, overtime, per diems and traveler/agency nurses.

10. Maintenance of Number of Nurses Per Unit Per Shift

    The Hospitals agree to maintain the number of nurses per unit per shift reflected in the improved grids or ratios. The Hospitals will retain the flexibility for nursing leadership and RN staff to allocate patients among nurses in a unit on a shift according to their professional determination of appropriate patient care. The parties agree that all relevant facts and circumstances must be taken into consideration in determining appropriate patient care in any particular case. The examples in Addendum E illustrate the flexibility retained by the Hospitals.

11. Modifications

In the event of a drop or increase in patient census or acuity, the opening of a unit, or a clinical programmatic change which affects patient and staffing needs, the grids/ratios may be subject to change. In such event, the Allocation Committee shall discuss modification of that unit's staffing levels. If the Allocation Committee cannot resolve the issue within 72 hours, it shall be referred to the same mediation and dispute resolution procedures set forth in paragraph 6.

12. Resolution of Disputes

In the event that the Union believes there has been a violation of this provision as described below, the union shall bring such issue to the Allocation Committee for discussion and resolution. If the Allocation Committee cannot resolve such dispute within 72 hours, it shall be referred to the same mediation and dispute resolution procedures set forth in paragraph 6.

a. A perceived persistent failure to post, recruit for or hire nurses expeditiously, as agreed to above;

b. A perceived pattern of violations of the number of nurses per unit per shift reflected in the grids/ratios; or

c. A perceived pattern of violations of paragraphs 7 to 10, above.

13. Exclusive Process

The above dispute resolution processes supersede the current contractual dispute resolution processes with respect to the issues discussed in this Article.

14. Bargaining History

Prior proposals cannot be used as adverse bargaining history.

7. **Retiree Health:**

Pre 65 for New York Presbyterian Hospital Columbia University Medical Center, Mount Sinai, Mount Sinai West/St. Luke's

A. New York Presbyterian Hospital Columbia University Medical Center, Mount Sinai Hospital and Mount Sinai West/St. Luke's ("Alliance Facilities") will make a total of $16 million in contributions to the NYSNA Benefits Fund over the duration of the collective bargaining agreement to be used by that Fund to subsidize health coverage to be provided to individuals who retire from full-time active service on or after January 1, 2020 with at least 60 (but less than 65) years of age and at least 20 combined years of covered employment with a facility that participates during the period of this contract in this early retiree program ("years of service") ("Eligible Retirees"). Eligible Retirees will also include individuals who retire or file a notice to retire from full-time active service on or after January 1, 2019 and before April 22, 2019 (and in the case of those filing a notice to retire in that period, actually retire by May 1, 2019 (or as soon thereafter once any contractually required payment of accrued sick pay or other compensation is complete to the extent that payment of such accrued sick pay or other compensation requires the individual to delay retirement)) with at least 60 (but less than 65) years of age and at least 20 years of service, provided that they remain under age 65 on January 1, 2020 and provided that such coverage will not begin prior to January 1, 2020.

B. Contributions will be made as follows: Effective January 1, 2019, each $4 million will be paid in monthly installments of 1/12 of the $4 million. Retroactive contributions shall be made within 90 days of ratification, and each contributing facility shall notify NYSNA and the Fund as to how the $16 million will be allocated between the facilities.

C. NYSNA and the Alliance Facilities will recommend to the Trustees who they appoint to the Fund (the "Appointed Trustees") that they expeditiously amend the Fund's plan of benefits, effective January 1, 2020, to provide a new "Bridge to Medicare Continuation

Coverage" benefit to Eligible Retirees and their eligible dependents consistent with this section of this agreement.

D. The new benefit will permit Eligible Retirees to elect, upon their loss of coverage due to early retirement, to receive continuation coverage for themselves and their eligible dependents, including vision and dental coverage, from the date of their loss of coverage due to early retirement until the date the employee becomes Medicare eligible (age 65). Such election must be made within 30 days of the loss of coverage due to early retirement. Individuals who are Eligible Retirees by virtue of the last sentence of paragraph A must make the election within 60 days of ratification. NYSNA and the Alliance Facilities will recommend to the Appointed Trustees that the Fund send notice of the program to the individuals described in the preceding sentence no later than 30 days after ratification.

E. It shall be made clear to the employees that this benefit is in lieu of federally mandated COBRA coverage.

F. The amounts paid by the Alliance Facilities under this agreement shall be used to subsidize the full monthly premiums for such coverage for Eligible Retirees (and their eligible dependents) who elect such coverage. Subject to paragraph G, the premium for such coverage for each calendar year will be the cost of coverage projected by the Fund's actuary for such year, reduced (not below zero) by a subsidy that is not more than $4 million per year (plus any available reserves). The cost of coverage shall be calculated by the Fund's actuary, using its methodology and assumptions, based on the projected cost of coverage for an early retiree group and not the overall cost of the plan including other groups. The cost of coverage calculated by the actuary will include administrative expenses and costs, including, without limitation, professional fees and setup costs. For the purposes of this agreement, the term "available reserves" includes only reserves with respect to the early retiree program provided for in this agreement that are in excess of $2 million.

G. The requirement to contribute the $16 million and the provision of coverage is contingent upon the valid and timely adoption of an amendment to the Trust Agreement providing that:

(a) the Trustees will have no authority to increase the contribution for, or on account of, this coverage beyond the $16 million;

(b) the Trustees are required to direct the Fund actuary to calculate the amount of benefits paid for claims incurred in each calendar year under this provision (and any successor provision) and the amount of benefits paid for claims incurred in all consecutive completed calendar years since January 1, 2020 (the "Measurement Period") and to advise the Trustees promptly in writing in the event that such amount of such total benefits paid with respect to such Measurement Period exceeds $4 million (and any available reserves); and

(c) in the event that the Fund actuary advises the Trustees at any point that the amount of benefits with respect to the Measurement Period was greater than $4 million per year (plus any available reserves) (the "Actuarial Determination"), premiums will increase automatically beginning with the month that begins 45 days after the Actuarial Determination so that the cost of coverage calculated by the actuary for the following 12 months will include not only the projected cost of coverage determined in accordance with paragraph F but also an amount necessary to recover the excess of the cost of benefits with respect to the Measurement Period over $4 million per year (the "Recovery Amount"); provided, however, that if the Trustees affirmatively agree within 45 days after the Actuarial Determination to an alternative arrangement to recover the Recovery Amount, the premiums will be calculated without regard to this paragraph.

H. Effective January 1, 2020, the benefits provided in this agreement will be in lieu of any other benefit provided by the individual hospitals to early retirees who retire on or after January 1, 2019.

Notwithstanding the preceding sentence, benefits provided to pre-65 retirees who retired prior to January 1, 2019, or between April 22, 2019 and December 31, 2019 (other than those who are Eligible Retirees by virtue of having filed notice to retire on or after January 1, 2019 and before April 22, 2019 and having actually retired by May 1, 2019, as provided *supra*), are not being modified by this paragraph.

I. It is the expectation of the parties that if these benefits continue following the expiration of this agreement that any Recovery Amount and excess reserve will roll over. If these benefits are not continued following the expiration of the agreement, any excess reserve, less any Recovery Amount will be utilized consistent with the purpose of the new benefit.

J. Counsel for the Parties will cooperate in any legal or administrative issues related to implementation of this section of this agreement.

Montefiore:

See Local Agreement

8. **Sick Leave Donation:**

In the event a post-probationary nurse suffering from a catastrophic illness or injury has exhausted his/her sick leave and is determined by the joint decision of the local bargaining unit President and senior HR executive to be an appropriate case for a sick leave donation, the Employer will permit nurses to donate 5 7.5 hour days of their respective sick leave entitlements for the catastrophically ill or injured nurse. Any amount donated will be deducted from the donating nurse's sick - buyback eligibility, to the extent applicable.

This provision will not apply to Montefiore (Except that retirees at Montefiore will be able to donate 5 7.5 hour sick days at the time of retirement) or Mount Sinai West/St. Luke's, which currently have contractual programs.

9. **Direct Deposit:**

Direct deposit shall be the default payment method for nurses. New hires and inquiring employees shall be advised that they may opt out of direct deposit. Any contract language regarding check cashing time shall remain unchanged.

10. **Disaster Relief:**

NYSNA and [each Alliance Hospital] agree that registered nurses can make a significant contribution to disaster victims who require skilled medical care. Because of this belief, NYSNA and [each Alliance Hospital] will cooperate to facilitate* unpaid leaves of up to two weeks for nurses who volunteer to help in disaster relief or NYSNA or hospital recognized medical missions.

Nurses who wish to volunteer for disaster relief/medical missions shall be permitted to take up to two weeks of unpaid leave* without interruption to pension or medical benefits or loss of seniority under the following circumstances:

(a) Leave is approved by the relevant hospital department in consideration of the operational needs of the department.

(b) The term disaster refers to a situation that has been designated as a disaster by FEMA (or its state-based analog) or the United Nations.

Leaves will not unreasonably be denied. A denial is subject to the grievance procedure but not arbitration.

*Nurses may elect to use unpaid leave and/or benefit time for the above purposes.

11. **Safe Patient Handling:**

A. The Employer and NYSNA share a common goal: to improve Safe Patient Handling through the effective use of new technology, equipment and patient handling techniques and procedures. The parties recognize that Safe Patient Handling, which includes the use of engineering controls, lifting and transfer aids, or assistive

devices by staff to safely perform the acts of lifting, transferring and repositioning patients is a complex issue.

B. The Committee on Safe Patient Handling, established pursuant to and in accordance with the New York Public Health Law Section 2997-k, consisting of Employer representatives, Nurses represented by NYSNA, and those individuals referred to in the New York Public Health Law Section 2997-k, will meet to identify, analyze and discuss the issues and problems related to Safe Patient Handling including but not limited to technology, equipment, devices, procedures and techniques to improve Safe Patient Handling. Safe patient handling technology includes, but is not limited to, friction reducing sheets, inflatable devices designed for safe positioning and transfer, mechanical lifts, including but not limited to stand-assist lifts (motorized and manual, with removable foot plates for ambulating), mobile lifts, and ceiling lifts. Such technology does not include slide boards, gate belts, draw sheets, or devices designed to reduce the likelihood of pressure ulcers but not designed for positioning or transferring patients.

C. The Committee will hold regular monthly one-hour meetings, unless agreed to otherwise by the co-chairs. There shall be a maximum of ___ committee members. NYSNA Committee members will be released with pay to attend meetings and for one hour prior to scheduled meetings in order to prepare. NYSNA shall select its members who are to participate in the Committee and meetings may also be attended by NYSNA Staff as observers. An agenda for each meeting will be prepared at least seven (7) days in advance of Committee meetings, and all Committee members will have the right to add items to the agenda, provided that they are submitted to the Committee chairs more than seven (7) days in advance.

D. The Committee will (a) discuss issues of concern regarding safe patient handling; (b) analyze appropriate responses to identified issues; (c) assess and compare technology, devices, equipment and processes to address or correct identified issues; and (d) issue recommendations on Safe Patient Handling equipment and devices to be purchased or leased by the Employer, including the quantity

of equipment and/or devices and suggested timelines for implementation. Although the Employer retains the authority for decisions on purchase or lease of equipment or devices, the Employer shall duly consider the recommendations of the Committee and its identified concerns prior to making any decisions to purchase or lease equipment or devices. If a recommendation is not accepted or followed, the Employer will provide an explanation of the rationale for its decision.

E. Nurses, and other Staff, as appropriate, will be trained on the safe and proper use of current equipment and devices and additional equipment or devices purchased or leased by the Employer in the future for Safe Patient Handling.

F. The Committee will regularly review the impact and effectiveness of training and use of all equipment and devices, techniques and procedures on Safe Patient Handling and report on the results. Appropriate follow up meetings may be scheduled as agreed by the Committee.

12. **Violence in the Workplace:**

A. The Employer acknowledges its responsibility to maintain a safe, non-violent workplace.

B. Hospital Workplace Violence Committee.

The Association will appoint two (2) representatives to the Hospital Workplace Violence Committee. These representatives will participate in committee meetings on paid time. Recommendations and activities of the committee will be reported to the Labor Management Committee.

The Hospital Workplace Violence Committee shall establish a subcommittee, including the Association's two (2) appointed representatives to conduct a workplace violence risk assessment to identify factors that would contribute to or enhance the likelihood or severity of workplace violence. Taking into consideration the three (3) types of workplace violence (i.e. patient, employee, visitor), the subcommittee will develop a survey tool, conduct an

inspection of work areas to which nurses are assigned and review workplace violence data as collected and maintained by the Hospital Workplace Violence Committee. The subcommittee will also review current training opportunities to recognize potentially violent behavior/situations, defusing violent situations, and protecting themselves.

The subcommittee will meet on a yearly basis thereafter to review evolving factors associated with workplace violence, consider hazard control measures, and make recommendations.

After the workplace violence risk assessment is conducted, the subcommittee will consider specific measures to reduce and eliminate risks associated with violence directed at Registered Nurses, and make any recommendations to incorporate such measures into the Employer's workplace violence prevention policy.

For the purposes of this Section "Workplace Violence" shall be defined in accordance with Employer policies.

C. Employer Workplace Violence Prevention Policy.

The Employer's workplace violence prevention policy shall include provisions that:

- Ensure that no employee who reports or experiences workplace violence faces retaliation for making a report.
- Explain procedures for the prompt reporting of any actual or threatened incidents of workplace violence, or near misses, and encourage reporting.
- Elaborate on the assistance available to employees who report incidents of workplace violence.
- Specifically address active shooter situations.
- Include posting of mutually agreed signage in appropriate locations to deter violence.

D. Association and Employer Follow-Up.

The Association and the Employer will establish a Workplace Violence Prevention and Intervention Task Force ("Task Force") to review Workplace Violence Incidents to ascertain contributing factors, analyze data related to the incident's workplace violence and worksite conditions, and determine priority situations for future interventions. A "Workplace Violence Incident" for purposes of this section is defined as an action (verbal, written, or physical aggression) which is intended to control, or causes, or is capable of causing, death or serious bodily injury to oneself or others, or damage property.

The Task Force will be comprised of an equal number of frontline staff Registered Nurses and management representatives. Association Health and Safety staff and representatives from the Hospital's Workforce Safety department will be available to work with the Task Force. Association-designated employees will be released with pay at their straight time rate for time attending Task Force meetings.

This Task Force will meet on an ad hoc basis after all Workplace Violence Incidents to develop quality improvement initiatives to reduce future incidents of workplace violence. The Task Force will generate a post-incident report and set of recommendations to share with the affected nursing unit(s), the Hospital Workplace Violence Committee, and the Labor-Management Committee. A report's findings and recommendations may be used when considering changes to work practices and/or administrative procedures.

E. Association and Employer Support.

The Association and the Employer agree to support employees subjected or exposed to workplace violence. This support will include:

(a) The Employer continuing to make available Employee Assistance Program services to employees, whether they are victims, witnesses, or others affected by workplace violence.

(b) The Association and the Employer will upon request provide employees assistance with filling out the appropriate workers' compensation forms.

(c) The Employer considering requests by an employee affected by workplace violence for schedule modification, assignment modification, visitor (patient and family) restrictions, and other such work adjustments as may be necessary for the employee to fully resume working. Such employee requests will not be unreasonably denied.

When necessary the Association and the Employer will collaborate on identifying and providing additional support to employees affected by workplace violence.

The Employer will timely notify the Association of Workplace Violence Incidents involving employees so that the Association may provide guidance and moral support.

[Note: This provision will be incorporated into each CBA and will supersede any conflicting provisions. The parties shall not hold duplicative meetings.]

13. **Missed Meals and Breaks:**

There shall be no retaliation against an employee for complaining, raising an issue, or filing a grievance with regard to a missed meal period. The parties shall work together to conceive of and provide for the development of a technology solution that can be used to report missed breaks or meal periods.

14. **Bargaining History**

Prior proposals cannot be used as adverse bargaining history.

15. **Documentation**

The parties commit to work expeditiously to complete all the documentation for revised agreements by May 20, 2019.

16. **Local Agreements:**

Local agreement for Mount Sinai as initialed during negotiations provided in Addendum A.
Local agreement for New York Presbyterian Hospital Columbia University Medical Center as initialed during negotiations provided in Addendum B.
Local agreement for Montefiore as initialed during negotiations provided in Addendum C
Local agreement for Mount Sinai West/Mount Sinai St Luke's as initialed during negotiations provided in Addendum D

This Agreement is subject to ratification by the members of the bargaining units, and shall be recommended for ratification by the NYSNA Bargaining Committee.

Dated: April 12, 2019
New York, NY

New York State Nurses Association By:

By: _____

NYC Hospital Alliance By:

By: _____